

2010-11 2011-12 2012-13

AGREEMENT

BETWEEN THE

LINDENWOLD ADMINISTRATOR'S ASSOCIATION

AND THE

LINDENWOLD BOARD OF EDUCATION

Article I

RECOGNITION

In accordance with chapter 123 of the public Laws of New Jersey of 1974, the Lindenwold Board of Education recognizes the Lindenwold Administrators Association (L.A.A.) as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment of all Non-confidential Administrators.

Article II

LEAVES

A. Sick Leave

1. The definition for sick leave as applied in interpretation of this agreement shall be as stated in N.J.S.A. 18A:30-7.
2. All 12 month administrators of this unit shall be afforded thirteen sick days per contract year, the unused portion being accumulative from year to year within the bounds of N.J.S.A. 18A:30-7.
3. All 10 month administrators of this unit shall be afforded eleven sick days per contract year, the unused portion being accumulative from year to year within the bounds of N.J.S.A. 18A:30-7.
4. All members of this unit shall be provided with an annual update of the status of unused sick leave said update to be provided no later than September 30th of each year.
5. In the event any member of this unit is absent for reasons of illness for three or more consecutive days, the Superintendent may require a physician's certificate to account for the absence. In the event such certification is requested and is not presented upon request, the superintendent may direct the Secretary of the Board of Education to deduct from the next regular pay check the appropriate number of per diems (a per diem is defined to be 1/260th of the annual base salary of the 12 month employee and 1/205th for the 10 month employee).

6. The Board agrees to pay, upon retirement of the member the following rates for unused sick leave;

+15 years of service # of days * \$200 per day not to exceed \$15,000
+10 years of service # of days * \$150 per day not to exceed \$15,000

During year one of this agreement, to qualify under the sick leave reimbursement plans detailed above, the member must notify the school district within 30 days of the agreement ratification. During years two and three of the agreement, the members must notify the school district no later than December 1, of the preceding school year except in medical emergencies. In addition, the employees must retire under the New Jersey Pension Statutes to qualify for said reimbursement.

B. Sabbatical Leave

Upon recommendation of the Superintendent, a sabbatical leave may be granted to any member of this unit by the Board, subject to the following conditions;

1. The leave may only be used for study in a recognized graduate level college or university for the purpose of general enhancement of the educational resources of the school district.
2. The sabbatical leave applicant shall present verification of intent to attain:
 - a. No less than twelve hours of graduate study applicable to the improvement of the current employment responsibilities.
 - b. At least one interim report.
 - c. Proof that the original intent has been attained.
3. Only one member of this unit may be granted a sabbatical leave per year.

4. Request for sabbatical leave must be received by the Superintendent, in writing, in such form as may be required and shall be in the Superintendent's possession no later than December 31st of the calendar year preceding the school year for which the sabbatical leave is requested.
- S. Recipient of a sabbatical leave would retain and receive all negotiated benefits during the term of the sabbatical leave.
6. The recipient would be eligible for the following employment considerations upon return:
 - a. The salary increments will be added as if the employee had been in the employment of the Board actively during the time of the sabbatical.
 - b. Accumulated sick leave shall be retained.
 - c. Sick leave shall continue to accumulate during the term of the sabbatical as if the employee were actively employed by the Board of Education only during the summer sabbatical.
7. All applicants shall have completed seven years in an administrative position in the employment of the Lindenwold Board of Education.
8. There shall be two kinds of sabbatical leaves.
 - a. A sabbatical leave may be granted for one full year and the recipient shall receive 60% of their salary as determined by their then appropriate position on the unit salary schedule. This sabbatical plan shall be available to all members of the unit.
 - b. All members of the unit may choose the option of a summer sabbatical in accordance with the following terms:
 1. A summer sabbatical may be granted for up to but not more than two consecutive summers.
 2. Summer sabbaticals shall be subject to conditions of this article with the exception of paragraph 8a.

3. The administrators choosing this option shall be available to pursue their graduate study as of the first work day after the last teacher work day after the last teacher work day of the school year. This shall be providing the recipient has completed all the school closing requirements to the satisfaction of the Superintendent. The last day of the summer sabbatical shall be August 31st and the recipient shall report to work on the first central office work day of September.
4. During the years of the summer sabbatical option, vacation entitlement shall be forfeited.
5. Salary for the summer option shall be at full salary.

C. Other Allowable Absences

1. All 10+ month employees shall be granted five personal days to be used each fiscal year.
2. Any unused personal days shall be converted to sick days.
3. Any member who becomes pregnant must apply in writing to the Superintendent for a leave of absence at the end of the first trimester or before the end of the fourth month of pregnancy. The Board of Education shall grant such leave of absence, without pay, not to exceed more than two years from the effective date of leaving.
4. All members are entitled to five consecutive personal days annually for bereavement in the immediate family. The definition of "immediate family" shall be spouse, live-in partner, child, parent, brother or sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren, regardless of place of residence.

Article III

GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by an administrator of the Lindenwold School System that there has been to him/her a personal loss because of a violation, misinterpretation or inequitable application or the specific provisions of this contract. The association also has the right to file a "class action" grievance in the event that the loss affects more than one member of the Association.

B. Procedure

Level 1

Should any member of the unit feel aggrieved regarding the position responsibilities that member should attempt to resolve said complaint(s) with the Superintendent of Schools. All grievances should be filed within thirty days of the occurrence of the specific problem.

Level 2

Should the member feel that the grievance has not been satisfactorily resolved, the member should submit, in writing, a statement of the grievance and the expected resolution, to the Superintendent within five working days of the Level 1 meeting with the Superintendent.

Level 3

Should the member feel that the grievance has not been satisfactorily resolved by the Superintendent, the member may, within five working days of the receipt of the Superintendent's response submit a written request for a hearing with the Board of Education. The Board will hold a hearing within fifteen working days of receipt of the written request, and will respond to the member, in writing, within ten working days following the hearing.

Level 4

- A. Any grievance not resolved to the satisfaction of the member after review by the Board of Education, shall, at the request of the L.A.A., be submitted to binding arbitration.
- B. Within ten working days after such written notice of submission to arbitration, the Board and the L.A.A. shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, or to receive a commitment from one mutually chosen, a request for a list of arbitrators may be made to the American Arbitration Association or PERC in the selection of an arbitrator.
- C. The arbitrator so selected shall confer with the representative of the Board and L.A.A. and hold hearings promptly and shall issue a decision not later than twenty days from the close of hearings, or, if oral hearings have been waived, then from the date the final statements and proofs of the issues are waived, then from the date the final statements and proofs of the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or decision which is in violation of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the L.A.A. and shall be final and binding on the parties.
- D. The costs of the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the L.A.A. Any other expenses incurred shall be paid by the party incurring same.
- E. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Article IV

VACATION

A. Vacation Entitlements for all 12 month members of the unit shall be subject to the following guide:

Year in District	Vacation Days
1	14
2	15
3	16
4	18
5	19
6	20
7-11	21
12+	22

B. Vacation days are not cumulative from one fiscal year to the next, but a total of five (5) days may be "banked" to be used in a subsequent year (bank is capped at 5 days for the length of the contract) and unused vacation may be reimbursed with the Superintendent's approval, not to exceed 5 days over the life of the contract.

C. 10 month supervisors shall be considered employed on a 10 month basis and therefore will not be entitled to any vacation benefits.

D. If a 12 month member retires or resigns during the contract year, he or she shall receive full payment for all pro-rated vacation days based upon the members' per-diem rate for that year. In the event of a 12 month member's death while employed by the Board, his/her estate shall receive full compensation at the Administrator's current daily rate for each unused vacation day.

Article V

ADMINISTRATIVE EXPENSES PROFESSIONAL & EDUCATIONAL DEVELOPMENT

The Board will agree to:

A. paying of one state and one national dues for each member of the unit not to exceed \$1,000.

- B. paying all mileage and travel expenses to workshops, between schools, and any other school business at the current allowable rate provided by the New Jersey Department of Education Rules and Regulations and in accordance with 08-19 OMB Circular (Currently \$0.31);
- C. Other school business will be considered travel to local, regional, state, and county meetings as part of employees job responsibilities and all fees will be reimbursed;
- D. paying the annual graduate school tuition, not to exceed the then-current expense of the 9-credit tuition rate as set by Rowan University, beginning the first year of employment. The course shall be approved by the Superintendent prior to registration. The member must receive a grade of "B" or higher to be eligible for reimbursement.
- E. provide payroll deductions at the request of the member to an approved Public Employees Credit Union.
- F. Annual National Conference – High School Principal, Middle School Principal, both Elementary School Principals, and the Special Education Director may each attend one national conference over the life of the contract with all expenses paid by the district. Conference approval will require Board approval and depend upon funding available. Any additional attendees will require Board approval.

Article VI

INSURANCE PROTECTION

- A. All full time employees shall be entitled to full family health benefits as contained in the Lindenwold Education Association Contract and shall pay 1.5% of their salary as premium contributions if required by law.

The Board of Education shall provide reimbursement for eye care hardware (lenses, frames, contact lenses) for the employee only up to a maximum of \$500 over the life of the contract.

The Board agrees to reimburse the employee at the rate of 25% of the current premium medical coverage, 25% of the premium for prescription coverage, and 25% of the premium for dental coverage at the level of participation for which the employee is eligible should the employee opt not to accept any or all of these coverage's from the Lindenwold Board of Education – not to exceed \$5,000.

B. Other Insurance Provisions

1. Income Disability Plan

- a. The Board will pay up to \$225.00 per month for the cost of an individual member's disability choices for all 12 month administrators.

Article VII

ANNUAL WORK CALENDAR

All members of the unit shall:

Work the teachers' annual work calendar with the addition of 1 in-service day during the time of the NJEA convention. This requirement may be modified for in-district or PSA participation or other arrangements as approved by the Superintendent.

All 12 month members of the unit shall:

- a. Work the central office work calendar during June and September. All 12-month members shall work 4-day weeks, from 8am – 4pm, during July and August. The schools will be covered and open at all times as administrators will stagger their days off throughout the week.

All 10 month members of the unit shall:

- a. Work the teachers' annual work calendar plus 20 days, 10 as defined by the Superintendent or his/her designee and 10 as defined by the member. Selection of days by the member and by the Superintendent shall take place by April 15 of the current year. 5 additional days will be added to the MS Basic Skills Supervisor and Elementary Basic Skills Supervisors calculated at the per diem rate.

All 10-month employees shall be assigned direct supervisory responsibilities in all grades that exist in the middle school and high school (currently 5-12) and may be assigned to teach a maximum of one class. If scheduling necessitates that a 10-month employee teach more than one class per school year, the supervisor shall be compensated at a rate equivalent to the rate stated in the LEA contract.

Article VIII

TRANSFER OF PERSONNEL

A. Transfers

When transfers of employees are being considered by the Board every effort shall be made to provide for a smooth transition and to guarantee that all aspects of thorough and efficient management procedures shall be safeguarded. Transfers shall therefore follow these procedures:

1. All vacancies shall be posted;
2. All transfer requests must be made in writing to the Superintendent;
3. The Superintendent shall acknowledge receipt of the transfer request and shall inform the transfer candidate of the final decision in writing;
4. Unless a transfer is by the request of the employee, any transfer shall require 5-day notice with the transferred employee provided with all information available in order to become acquainted with the school, the curriculum, the students, and the parents;
5. The 5-day notification period shall not apply in emergency situations that threaten the educational process

Article IX

MISCELLANEOUS

- A. This agreement shall be construed as though it were Board Policy for the term of this agreement and the Board shall carry out the commitments contained herein and give them full force and effect as though they were Board Policy.
- B. Copies of this agreement shall be printed at the expense of the Board of Education and shall be distributed to the members of the unit by the Board.
- C. Should this agreement conclude prior to the completion of a succeeding agreement, the provisions herein shall be continued until the acceptance of such successor agreement by both parties.
- D. Nothing herein shall be changed, altered or deleted without the mutual consent of the Board and the L.A.A.
- E. In the event of a RIF or expansion within the unit, the unit shall have the right to negotiate the impact.
- F. The Board reserves the right to negotiate and set an entry level salary for any new hire on any given step within the negotiated guide, but at or above the minimum salary.
- G. Any mentored principal will be reimbursed by the BOE his/her mentoring fees, not to exceed \$2000.00 upon satisfactory completion of mentoring.
- H. Every administrator has the responsibility to enforce BOE rules and procedures fairly, equally, courteously, and consistently.
- I. All members must be notified of all proposed addendums to this contract. Addendums will be approved by majority vote.
- J. Children of Administrators may attend the school district at a tuition cost of 50% of the state determined tuition rate or 100% of the actual cost if the student has special needs with Board approval.

Article X

ADMINISTRATIVE SALARY GUIDE

The Board will adhere to the following minimum starting salary guide for members:

Position	Duration of Contract
HS Principal	\$95,000
MS Principal	\$90,000
ES Principal	\$75,000
HS Assistant Principal	\$70,000
MS Assistant Principal	\$70,000
12-Month Supervisor/Director	\$75,000
Supervisor/Director of Athletics	\$81,000
10-Month Supervisor	\$65,000

Current 10-month Supervisors will be adjusted to the minimum starting salary for the first year and will receive the % increase for Year 2 and Year 3.

During years 1, 2 and 3 of the contract, salary figures for existing 10-month and 12-month employees will be calculated by adding the % to each member's salary.

2010-2011	3.25 % increase
2011-2012	3.00 % increase
2012-2013	3.00 % increase

Article XI

COMPLAINT PROCEDURE

- A. Any complaint regarding an Administrator made by any member of the Board, Superintendent, Teacher, Parent, Student, or other person who may influence an evaluation shall be brought to the attention of the Administrator in written form by the Superintendent. This written statement shall contain the name of the complainant, the complaint, and be accompanied by a copy of the complaint writing. Any complaint received concerning an administrator by the Board or by the Superintendent must be presented to the Administrator with a ten day period of the receipt of the complaint.
- B. The Administrator shall have the right to respond, in writing, to any such complaint within five work days after receiving it in written form from the Superintendent. This written response shall be attached to, and become part of, the original complaint.
- C. The Administrator shall have the right to be represented by the Association or legal counsel at any meeting or conferences regarding such a complaint.

Article XII

DURATION OF AGREEMENT

- A. This agreement shall be in effect as of July 1, 2010 and shall continue in effect until June 30, 2013. This agreement shall not be extended orally and it expressly understood that it shall expire on the date indicated.
- B. In witness whereof the Administrative unit has caused this Agreement to be signed by its' designated chairman and the Board has caused this Agreement to be signed by its' President, by its' Secretary and corporate seal to be placed hereon, all on the day and year first above written.

Lindenwold Administrators
Association:

By Dana J. Lawrence
Chairperson

Lindenwold Board of
Education:

By Cathy Moriarty
President

By Bruce C. P.
Secretary